

**ADDENDUM TO  
MEMORANDUM OF UNDERSTANDING  
WITH  
VA MEDICAL & REGIONAL OFFICE CENTER  
FORT HARRISON, MONTANA**

On April 2, 2001, the above referenced Memorandum of Understanding ("MOU") was executed by the Department of Veterans Affairs ("DVA"), the Montana Department of Military Affairs ("DMA"), and the City of Helena ("City"), (collectively, the "Parties"). The MOU transferred DVA's and DMA's interests in the then newly built sewer line that connects wastewater service between Fort Harrison and the City ("Sewer Line"). The location of the Sewer Line is more thoroughly described in the MOU and in documents referenced in the MOU. The MOU permitted DVA and DMA to transfer wastewater to the City using the Sewer Line and required DVA and DMA to pay "the usual and customary rates for such service."

This Addendum addresses use of the Sewer Line, specifically, the City's requirements pursuant to the federal Clean Water Act ("CWA") (42 U.S.C. §1251 *et seq.*) and rules and regulations promulgated thereunder (40 CFR Part 403); the Montana Water Quality Act ("WQA") (Mont. Code Ann. Title 75, Chapter 5) and rules and regulations promulgated thereunder (Admin. R. Mont. Title 17, Chapter 30); and the City's Industrial Wastewater Regulations (City Code Title 6, Chapter 4). This Addendum does not address payment for the wastewater service provided via the Sewer Line and MOU.

The Parties agree as follows:

1. This Addendum was prompted by a regulatory review of the City's Publicly Owned Treatment Works ("POTW") program and not by any compliance, performance, or other issues directly resulting from DVA's and DMA's use of the Sewer Line.
2. The City operates a POTW, ~~of~~ into which entities within DVA and DMA's Fort Harrison military installation, through connection with the Sewer Line, contribute wastewater. Under this Addendum, connections to the Sewer Line within DVA and DMA's Fort Harrison military installation are referred to as within DVA and DMA's "contributing jurisdiction." DVA and DMA include within their contributing jurisdiction entities that are or may in the future be identified as are "Industrial Users" of the POTW as that term is defined in the CWA, and the City's Industrial Wastewater Regulations, and 40 C.F.R. § 403.3. Neither DVA nor DMA has been have identified as any "Significant" Industrial Users," as that term is defined by pursuant to 40 C.F.R. § 403.3(v), within DVA and DMA's contributing jurisdiction.
3. The City has authority to take the actions set forth by 40 C.F.R. § 403.8(f)(1)(i)-(vii) within DVA and DMA's contributing jurisdiction.

~~3.4.~~ The City has authority, pursuant to the CWA and the City's Industrial Wastewater Regulations, to control through permit, order or similar means, wastewater contributions to the POTW through the Sewer Line from Industrial Users located in the DVA's and DMA's contribution contributing jurisdiction to the POTW through the Sewer Line to ensure compliance with applicable Pretreatment Standards and Requirements. At the City's discretion, such control may include general control mechanisms in accordance with 40 C.F.R. § 403.8(f)(1)(iii)(B).

~~4.5.~~ ~~DVA's and DMA's d~~Discharges of wastewater to the City through the Sewer Line within DVA and DMA's contributing jurisdiction are subject to general prohibitions specified in 40 C.F.R. § 403.5(a) and Helena Code 6-4-5 and 6-4-6.

~~5.6.~~ The City has authority, pursuant to the CWA and the City's Code 6-4-15 to enter and inspect DVA and DMA wastewater facilities connected to the Sewer Line and to randomly sample and analyze the effluent from DVA and DMA that enters the Sewer Line. The City agrees that the nature of DVA's and DMA's facilities and missions present security and timing constraints. Therefore, except in cases where emergency action is necessary to stop or prevent imminent danger to, or conditions that threaten human health or the environment, the City agrees to provide reasonable prior notice and coordination of inspections and sampling events.

~~6.7.~~ The City has authority, pursuant to the CWA and the City's enforcement response plan, to enforce the provisions of Title 6, Chapter 4 of the City's Codes. DVA and DMA maintain all legally available defenses to enforcement actions, including the affirmative defense of upset as provided in the City's Code 6-4-24 for categorical industrial users.

~~7.8.~~ The Parties will review and revise this Addendum to ensure compliance with the CWA, WQA and the City's Industrial Wastewater Regulations, as necessary, but at least once every 5 years on a date to be determined by the Parties.

~~8.9.~~ All provisions set forth in the MOU remain in full force and effect.

~~9.10.~~ Nothing in this Addendum or the MOU waives any of DVA's or DMA's authorities, rights or responsibilities, including property rights and governmental authorities.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Signed:

\_\_\_\_\_  
Department of Veteran's Affairs  
by: \_\_\_\_\_

title: \_\_\_\_\_

\_\_\_\_\_  
Montana Department of Military Affairs

by: \_\_\_\_\_

title: \_\_\_\_\_

\_\_\_\_\_  
City of Helena

by: \_\_\_\_\_

title: \_\_\_\_\_

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